



Port of Seattle

LDWSP
12.3.268.1

First Amendment
to Lease

Executed
1/10/05

January 4, 2005

Mr. Dave Whitley
Nuprecon, Inc.
35131 S.E. Center Street
Snoqualmie, WA 98065

Dear Mr. Whitley:

Re: Port of Seattle Lease No. L STD BDV 535
First Amendment
Terminal 106W

Enclosed for your signature and subject to Port approval are three (3) originals and one (1) copy of a proposed First Amendment to your lease with the Port of Seattle at Terminal 106W increasing the total leased premises to 89,792 square feet at a monthly rental of \$13,164.40, plus applicable taxes, effective January 1, 2005.

Paragraph 4 of the amendment requires an increase in the amount of lease security to the new amount of \$13,164.40. An additional \$3,846.80 is required to equal the new security amount, which is the equivalent of one (1) months rent. Your liability insurance carrier should also be informed of this lease amendment.

Please return the three (3) documents marked original after each has been signed, attested, sealed and notarized, along with the required security instrument by January 11, 2005. You may keep the fourth copy for your interim reference pending return of a fully signed original.

If you have any questions, please call me at 206.728.3242.

Sincerely,

Cameron Fletcher
Seaport Business Development

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Enclosures

P.O. Box 1209
Seattle, WA 98111-1209 USA
(206) 728-3000
FAX (206) 728-3252
www.portseattle.org



USEPA SF



1300644

ORIGINAL

**FIRST AMENDMENT TO LEASE
BETWEEN
PORT OF SEATTLE AND NUPRECON, INC.
TERMINAL 106W**

THIS FIRST AMENDMENT TO LEASE made as of _____, 20____, by and between the PORT OF SEATTLE, a Washington municipal corporation, hereinafter called "Port," and NUPRECON, INC., a Washington corporation, hereinafter called "Lessee,"

W I T N E S S E T H :

WHEREAS, the parties entered into a lease agreement dated June 10, 2003, hereinafter called "Basic Lease," covering certain premises and activities by Lessee at Terminal 106W, Seattle, Washington; and

WHEREAS, the parties now wish to amend the Basic Lease to increase the leased yard area by 48,085 square feet, effective January 1, 2005, with a corresponding increase in rental;

NOW THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The leased yard area is increased from 20,000 square feet to 68,085 square feet, effective January 1, 2005.

2. The total monthly rental payable by Lessee is increased from \$9,317.60 to \$13,164.40, effective January 1, 2005, based on the following calculations:

68,085 s. f. yard @ \$0.96/s. f./yr. = \$65,361.60/yr. ÷ 12 = \$ 5,446.80/mo.

19,296 s. f. warehouse @ \$3.60/s. f./yr. = \$69,465.60/yr. ÷ 12 = \$ 5,788.80/mo.

2,411 s. f. office @ \$9.60/s. f./yr. = \$23,145.60/yr. ÷ 12 = \$ 1,928.80/mo.

Total \$13,164.40/mo. * was 9317.60

*plus applicable taxes.

3. Exhibit "A-1" is attached hereto and incorporated herein, superseding Exhibit "A."

4. Lessee shall promptly furnish in a form satisfactory to the Port evidence indicating (a) the consent of surety on Lessee's lease bond to all provisions of this amendment, and (b) an increase in the amount of that lease bond to THIRTEEN THOUSAND ONE HUNDRED SIXTY-FOUR AND 40/100 DOLLARS (\$13,164.40).

5. Except as expressly amended herein, all provisions of the Basic Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

PORT OF SEATTLE
a municipal corporation

By _____
Director, Business Development
LESSOR

ATTEST:

NUPRECON, INC.

By Secretary
(CORPORATE SEAL)

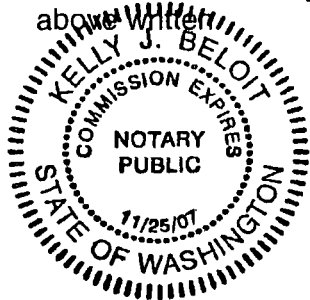
By President
President
LESSEE

Notary to First Amendment to Lease
with Nuprecon, Inc.
at Terminal 106W.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 10th day of January, 2005, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry St. Clair, to me known to be the Director, Business Development of the PORT OF SEATTLE, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first



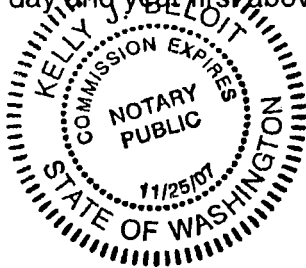
[Signature]
Notary Public in and for the State of
Washington, residing at Redmond.
My appointment expires 11-25-07.

(ACKNOWLEDGMENT FOR CORPORATE LESSEE)

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 10th day of January, 2005, before me, personally appeared John Hennessy and _____, to me known to be the _____ President and the _____ Secretary, respectively of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of
Washington, residing at Redmond.
My appointment expires 11-25-07.

YARD AREA
68,085'

S NEVADA ST

Truck Court
40468 SF

Office
2,411 SF

North

S IDAHO ST

NUPRECON
Terminal 106
Building 2
Exhibit A1"

S OREGON ST

S
WAY
MARGINAL
EAST